

Prepared By and  
Return to:  
ERVIN, COHEN & JESSUP  
9401 Wilshire Boulevard  
Ninth Floor  
Beverly Hills, California 90212  
Telephone: (310) 273-6333  
Attention: Sylvia D. Lautsch, Esq.

AMENDED AND RESTATED MEMORANDUM OF LEASE

THIS AMENDED AND RESTATED MEMORANDUM OF LEASE, made as of January 1, 1990, by and between ADDISON REALTY LIMITED PARTNERSHIP, a Tennessee limited partnership, having its principal office at 1455 Covered Bridge Drive, DeLand, Florida 32724 (herein called "Landlord"), and KMART CORPORATION, a Michigan corporation, having its principal office at 3100 West Big Beaver Road, Troy, Michigan 48084 (herein called "Tenant"), states as follows:

1. The parties hereto have entered into an Amended and Restated Lease dated September 1, 1989 (the "Lease"), relating to a lease of real property as more particularly described in Exhibit "A" attached hereto and all site improvements located thereon, and Landlord hereby leases the Premises (as defined in the Lease) to Tenant upon the terms and conditions stated in the Lease.

2. The Lease commenced on January 1, 1990, the "Commencement Date", and shall terminate on the date that is twenty-five (25) years from the Commencement Date, unless extended or terminated earlier in accordance with the provisions of the Lease.

Pursuant to Article 11 of the Lease, Landlord has granted Tenant ten (10) successive options to extend the term of the Lease for an additional period of five (5) years on each such option.

3. This Amended and Restated Memorandum of Lease is being placed of record to put all parties concerned on notice of such rights, duties and obligations as the parties may have in the Premises by virtue of the Lease.

IN WITNESS WHEREOF, Landlord and Tenant have caused this instrument to be executed as of the date first above written.

"LANDLORD"

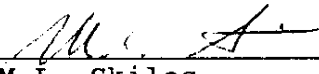
ADDISON REALTY LIMITED PARTNERSHIP,  
a Tennessee limited partnership

By: Q Enterprises Inc., General Partner

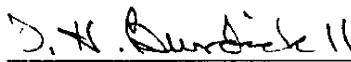
By:   
Alan H. Quinn, President

"TENANT"

KMAR CORPORATION  
a Michigan corporation

By:   
M.L. Skiles  
Vice President

ATTEST:

By:   
Assistant Secretary

INDIAN COUNTY, INDIANA  
NOTARY PUBLIC

FIRST AMERICAN TITLE COMPANY

MAR 28 P 3:39

1993001278

COLLETT S. FORT  
EX-OFFICIO RECORDER

-2-

FEES: 12.00 DEPUTY: S.L.

STATE OF New York )  
COUNTY OF New York ) SS

On July 23, 1992 before me, Stuart M. Saft,  
a notary public in and for the State of New York,  
personally appeared ALAN H. QUINN, personally known to me (or  
proved to me on the basis of satisfactory evidence) to be the  
person whose name is subscribed to the within instrument and  
acknowledged to me that he executed the same in his authorized  
capacity, and that by his signature on the within instrument the  
person, or the entity upon behalf of which the person acted,  
executed the within instrument.

WITNESS my hand and official seal.

Stuart M. Saft  
Notary Public

(Seal)

STATE OF MICHIGAN )  
COUNTY OF OAKLAND ) SS

STUART M. SAFT  
Notary Public, State of New York  
No. 31-8733060  
Qualified in New York County  
Commission Expires Feb. 28, 1993

On this 22<sup>nd</sup> day of December in the year of 1992,  
before me, Irene F. Hammond, a Notary Public in and for  
the County and State aforesaid, and duly commissioned, personally  
appeared M. L. SKILES and D. H. Burdick II, known to me  
to be the Vice President and Assistant Secretary, respectively, of  
Kmart Corporation, a Michigan corporation, who, being by me duly  
sworn, did depose and say that they reside in Eastchester  
and Dumplingham, respectively, that they are the Vice  
President and Assistant Secretary, respectively, of Kmart  
Corporation, a Michigan corporation, the corporation described in  
and which executed the foregoing instrument; that they know the  
seal of said corporation; that the seal affixed to said instrument  
is the corporate seal of said corporation; that, on behalf of said  
corporation and by order of its board of directors, they signed,  
sealed and delivered said instrument for the uses and purposes  
therein set forth, as its and their free and voluntary act; and  
they signed their names thereto by like order.

In Witness Whereof, I have hereunto set my hand and affixed  
my official seal the day and year in this certificate first above  
written.

Irene F. Hammond  
Notary Public in and for said State

IRENE F. HAMMOND  
Notary Public, Macomb County, Michigan  
Acting in Oakland County, Michigan  
My Commission Expires July 10, 1995

My commission expires

**PARCEL I-A:**

Township 10 South, Range 17 East of the Boise Meridian, Twin Falls County, Idaho

Section 14: A parcel of land in NW $\frac{1}{4}$ NW $\frac{1}{4}$  more particularly described as follows:

COMMENCING at the Northwest corner of said Section 14;  
THENCE due East for 200.00 feet along the Northerly boundary of said NW $\frac{1}{4}$  of Section 14 to the Real Point of Beginning;  
THENCE continuing due East for 332.93 feet along the Northerly boundary of said NW $\frac{1}{4}$  of Section 14 to a point that lies due West 774.71 feet from the Northeast corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
THENCE South 0°03'28" East for 666.22 feet;  
THENCE South 89°56'32" West for 518.20 feet;  
  
THENCE North 1°19'22" West for 451.92 feet along the Westerly boundary of said NW $\frac{1}{4}$  of Section 14;  
THENCE due East for 200.00 feet;  
THENCE North 1°19'22" West for 215.00 feet to the Real Point of Beginning.

EXCEPT the North 40 feet and the West 25 feet thereof, containing public highways.

**PARCEL I-B:**

Easement for the right to erect, locate and maintain a building wall and footings which are a part of the K-Mart building as created by Grant of Easement recorded February 9, 1976 as Instrument No. 691634, records of Twin Falls County, Idaho, upon a portion of the following described land:

Township 10 South, Range 17 East of the Boise Meridian, Twin Falls County, Idaho

Section 14: A parcel of land in NW $\frac{1}{4}$ NW $\frac{1}{4}$ , more particularly described as follows:

COMMENCING at the Northwest corner of said Section 14;  
THENCE running due East for 532.93 feet along the Northerly boundary of said NW $\frac{1}{4}$  of Section 14 to the Real Point of Beginning;  
THENCE continuing due East for 230.00 feet along the Northerly boundary of said NW $\frac{1}{4}$  of Section 14 to a point that lies West 544.71 feet on the Northeast corner of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
THENCE South 0°03'28" East for 665.99 feet;  
THENCE South 89°56'32" West for 230.00 feet;  
THENCE North 0°03'28" West for 666.22 feet to the Real Point of Beginning.

**PARCEL II:**

Township 10 South, Range 17 East, Boise Meridian, Twin Falls County, Idaho

Section 14: A parcel of land located in the NW $\frac{1}{4}$ NW $\frac{1}{4}$ , more particularly described as follows:

BEGINNING at the Northwest corner of said Section 14;  
THENCE North 90°00'00" East a distance of 533.01 feet along the Northerly boundary of said NW $\frac{1}{4}$ NW $\frac{1}{4}$  to the True Point of Beginning;  
THENCE North 90°00'00" East a distance of 114.67 feet along the Northerly boundary of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
THENCE South 0°04'55" East a distance of 666.40 feet to the Southerly boundary of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
THENCE South 89°55'42" West a distance of 114.67 feet along the Southerly boundary of said NW $\frac{1}{4}$ NW $\frac{1}{4}$ ;  
THENCE North 0°04'55" West a distance of 666.55 feet to the True Point of Beginning.

The above described parcel is subject to the rights of public roads which affect the Northerly 40.00 feet thereof.